

1 BILL NO. S-87-03- 12

2 SPECIAL ORDINANCE NO. S- 5787

3 AN ORDINANCE approving the Contract
4 for Res. 438-86 - Rolling Rose
5 Neighborhood Drainage Improvements,
6 between Bercot, Inc., and the City
of Fort Wayne, Indiana, in connection
with the Board of Public Works
and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Res. 438-86 - Rolling
10 Rose Neighborhood Drainage Improvements, by and between Bercot,
11 Inc., and the City of Fort Wayne, Indiana, in connection with
12 the Board of Public Works and Safety, for:

13 the following Storm Sewer: Beginning
14 at an existing 24" storm sewer
15 outfall into an existing open ditch
16 located 120+ LF South of the South
right-of-way line of Rudisill Boule-
17 vard at the assumed property line
18 between Lots #43 & 44 of Casse
Heights, Sec. I; thence N. along
19 said 24" storm sewer, 160+ LF to
a proposed manhole located in Rudisill
20 Blvd.; thence W. along Rudisill
Blvd. 216+ LF to a proposed manhole
21 located in the intersection of
Rudisill Blvd. & Wildrose Dr.;
22 thence N. along Wildrose Dr. 676+
LF to a proposed manhole located
23 in the intersection of Wildrose
Dr. & Brentwood Ave.; thence W.
along Brentwood Ave. 397+ LF ter-
24 minating at a proposed manhole
located in the intersection of
Brentwood Ave. & Eastrowe St.
25 Said storm sewer shall be 24",
26 26" in diameter with all appurte-
nances. Said storm sewer with
27 all appurtenances shall be con-
structed in accordance with the
plans, profiles and specifications
on file in the Department of Public
28 Works;

29 the Contract price is One Hundred Four Thousand Nine and No/100
30 Dollars (\$104,009.00), all as more particularly set forth in
31 said Contract, which is on file in the Office of the Board of
32 Public Works and Safety and, is by reference incorporated herein,

Page Two

made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

APPROVED AS TO FORM
AND LEGALITY

Councilmember

~~Bruce O. Boxberger, City Attorney~~

Read the first time in full and on motion by Bedd,
seconded by Oleev, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of _____
19_____, at _____ o'clock _____ M., E.

DATE: 3-10-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bedd,
seconded by Gossick, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 3-24-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. A-57-87,
on the 24th day of March, 1987.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. Gia Quinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 25th day of March, 1987,
at the hour of 11:30 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 26th day of March,
1987, at the hour of 3:00 o'clock P.M., E.S.T.

Win Moses Jr.
WIN MOSES, JR., MAYOR

1001
Admn. Appr.

TITLE OF ORDINANCE Contract for Res. 438-86, Rolling Rose Neighborhood
Drainage Improvements

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety 87-03-12

SYNOPSIS OF ORDINANCE The Contract for Res. 438-86, Rolling Rose Drainage
Improvements is for the following Storm Sewer: Beginning at an
existing 24" storm sewer outfall into an existing open ditch located 120'
LF South of the South right-of-way line of Rudisill Boulevard at the
assumed property line between Lots#43 & 44 of Casse Heights, Sec. I;
thence N. along said 24" storm sewer, 160+ LF to a proposed manhole loca-
ted in Rudisill Blvd.: thence W. along Rudisill Blvd. 216+ LF to a pro-
posed manhole located in the intersection of Rudisill Blvd. & Widerose
Dr.; thence N. along Wildrose Dr. 676+ LF to a proposed manhole located
in the intersection of Wildrose Dr. & Brentwood Ave.:thence W. along
Brentwood Ave. 397+ LF terminating at a proposed manhole located in the
intersection of Brentwood Ave. & Eastrowe St. Said storm sewer shall be
24", 36" in diameter with all appurtenances. Said storm sewer with all
appurtenances shall be constructed in accordance with the plans, profiles
specifications on file in the Dept. of Board of Public Works

EFFECT OF PASSAGE Improvement of storm sewers at above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$104,009.00

ASSIGNED TO COMMITTEE

BIBL

DATE: 11 February 1987

BOARD OF PUBLIC WORKS and SAFETY
 INVITATION FOR BIDS/AWARD OF CONTRACT*
 (Non-Federally Assisted Construction)

PROJECT: ROLLING ROSE NEIGHBORHOOD DRAINAGE IMPROVEMENT Contract No. _____

CONTENTS

Resolution No. 438-86

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/1 - S/2	Schedule
X	SI/1	Schedule of Items
X	SI/6	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-2	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1-WS/3	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/3	Special Project Specifications
X	AP/1	Apartheid Policy

ATTACHMENTS

X	Sheet 1-4	Project Plans Drawing # SY-11178 General Specifications and Conditions Detail Standard Construction Standards WPCE Department, City of Fort Wayne		
X	EA/1-EA/4	Escrow Agreement		
X	RW/1	Right-of-Way Cut Permit		
X	NP/1	Notice to Proceed		
X	CO/1 - CO/2	Change Order - Specimen Form		
X	NA/1	Notice of Award		
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____ 1	20 CALENDAR DAYS _____ 2	30 CALENDAR DAYS _____ 2	OTHER _____ 2

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date

BID SUBMITTED

BERCOT, INC.
 6015 HUGUENARD ROAD
 FORT WAYNE, INDIANA 46807
 CONTRACTOR

By:

Its PRESIDENT

Offer Date

FEB 11 1987 FEB 11 1987

Bidder agrees to keep bid open for acceptance for (90 days unless otherwise specified)

Compliance

J. Adams

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
 Board of Public Works & Safety

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

AWARD

ADVERTISEMENT FOR BIDS
Construction Resolution 438-86

The City of Fort Wayne, Allen County, Indiana, will receive sealed bids for construction, at Room 910, City-County Building, until 9:00 a.m., Eastern Standard Time, on the 11 day of February, 1987, at which time bids shall be publicly opened and read aloud.

The Work for which bids will be received includes furnishing all labor, materials, and equipment for the construction of: ROLLING ROSE NEIGHBORHOOD DRAINAGE IMPROVEMENTS - Resolution No. 438-86: consisting of $753 \pm$ L.F. of 24" and $649 \pm$ L.F. of 36" diameter storm sewer pipe with planned appurtenances.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works & Safety of said City all as provided for in an Act of the General Assembly of the State of Indiana, and in accordance with and pursuant to the provisions of all acts and amendatory thereto and supplemental thereof passed by the General Assembly of the State of Indiana.

The cost of said sewer improvement shall be paid by funds from Fort Wayne 1986 Bond Issue.

Assessments, if deferred, are to be paid in ten equal installments with interest at the rate of nine (9%) percent per annum as set by the Board of Public Works & Safety.

The Contract Documents may be obtained from the Board of Public Works & Safety, Room 920, City-County Building, at a non-refundable cost of Fifty ($\$ 50$) Dollars. Checks for Contract Documents shall be made payable to the City of Fort Wayne; neither the Owner nor the Engineer will be responsible for full or partial sets of Contract Documents obtained from any other source.

No bid will be accepted from, or Contract awarded to any person, firm or corporation that is in arrears to the City of Fort Wayne, Indiana upon any debt or Contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any Contract with the City; or who is a defaulter as to surety or otherwise upon any obligation to the City of Fort Wayne, Indiana.

No bid will be considered unless submitted on the printed Bid Form as bound into the Contract Documents. Each bid shall be accompanied by a Bid Security in an amount not less than Five (5%) percent of the Bid.

No Bid may be withdrawn after the scheduled time for receipt of Bids for at least Sixty (60) days to allow review of Bids before announcing Award of Contract. The successful Bidder will be required to furnish a satisfactory Labor and Material Payment Bond and Performance Bond, each in the amount not less than One Hundred (100%) of the Contract Price.

The Contract Documents contain all necessary information for Bidders.

The Board reserves the right to reject any and all bids, to waive any and all informalities, to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids, if rejection or waiver is in the best interest of the project.

Contractors and subcontractors are required to pay not less than the prevailing wage rates established by the Indiana Department of Labor and included in the project specifications. Information explaining other prevailing wage laws, if applicable, are also contained in the project specifications.

CITY OF FORT WAYNE, INDIANA

Board of Public Works & Safety

Baron R. Biedenweg, Director of Public Works
Cosette R. Simon, Director of Administration & Finance
Lawrence D. Consalvos, Director of Public Safety

ATTEST: Helen V. Gochenour, Clerk

PUBLISH:

(both newspapers)

January 23, 1987

January 30, 1987

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

Resolution No. 438-86
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock AM on the 11th day of February, 1987, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

ROLLING ROSE NEIGHBORHOOD DRAINAGE IMPROVEMENTS, Resolution No.

438.86: Consisting of 753± L.F. of 24" and 649± L.F. of 36"
diameter storm sewer pipe with planned appurtenances.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box beside it, the clause applies to the IFB only if it contains a check mark (✓) or an 'x'. Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of Five percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of five percent (5%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- (b) Prequalification Statement
- (c) WBE/MBE Commitment, Pages 15-16
- (d) Minority/Female Hourly Employment Requirements 17-18
- (e) Apartheid Policy (Vendor's Certificate)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeroe is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
____ %.

For WBE specify percentage of women ownership
____ %.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____ & participation (employees) _____ & participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (cross out inapplicable provision)

- C. The undersigned commits 1% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Metropolitan, Inc.	St. Wayne 111	Restoration
2.		Cleanup
3.		

- D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Jy R Dubring	St. Wayne 111	Trucking
2. Worldwide		
3. Dubring	St. Wayne 111	Trucking

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

2. We have taken the following steps in an attempt to comply with these participation goals:

BERCOT, INC. (attach additional sheets as necessary)
6015 HUGUENARD ROAD
Contractor ILLANA 46608

By Stan Bercot
Its PRESIDENT

Contractor _____

By _____
Its _____

14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in city construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Black, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

BERCOT, INC.
6015 HUCKENARD ROAD
FORT WAYNE, INDIANA 46808

Contractor

By

Its

Stan Bercot

PRESIDENT

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19_____, commencing at _____ o'clock _____.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on February 4, 1987 at 10:00 AM

(date)

(time)

7th Floor, City/Co. Bldg or at such date, time, and place as The (place)

Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- A. Payment Bond. In the amount of payment to be made under the contract.
- B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

- A. On an all or none basis.
- B. As follows: _____

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

ROLLING ROSE NEIGHBORHOOD DRAINAGE IMPROVEMENTS: consisting of 753± L.F.

of 24" and 649± L.F. of 36" diameter storm sewer pipe with planned appurtenances

All work will be performed in accordance with: Resolution #438-86, the IPB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 120 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$_____ per day for each and everyday after _____ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this _____ day of _____, 198____.

Firm Name: _____

By: _____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____ day of FEB 11 1987, 198____.

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

Name of Corporation

By: Steve Bercot
President

ATTEST:

W. J. Bercot
Secretary

Resolution 438-86
PROJECT NAME: ROLLING ROSE NEIGHBORHOOD DRAINAGE IMPROVEMENTS

DATE 02/11/87

SI / 1

CONSTRUCTION COST TOTAL

104,009.00

NOTE 1:

Use this form, if Cashier's Check or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ _____ being 10% of the maximum bid herein, made payable to:

City of Fort Wayne, Indiana

the proceeds of which are to remain the absolute property of said City, if

Bidder

shall not within 10 days after Notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond in an amount equal to Five (5%) percent of maximum bid herein, subject to the approval of the Board of Public Works & Safety, conditioned as follows:

That if the Board of Public works & Safety shall award

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

the contract for said work, and if

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

shall enter into a contract and furnish a 100% performance bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and NO OTHERS

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Steve Berest

Subscribed and sworn to before me by _____
this ____ day of FEB 11 1987 198 ____.

My Commission Expires:

SEP - 4 1987

Notary Public STEVE BEREST
Resident of ALLEN County

Subscribed and sworn to before me by _____
this ____ day of _____, 198 ____.

My Commission Expires:

Notary Public _____
Resident of _____ County

Subscribed and sworn to before me by _____
by _____ and _____
198 ____.

My Commission Expires:

Notary Public _____
Resident of _____ County

AMERICAN STATES INSURANCE COMPANY
INDIANAPOLIS, INDIANA

BID OR PROPOSAL BOND

Know all Men by these Presents,

That we,

BERCOT, INC.

6015 Huguenard Road

of **Fort Wayne, Indiana 46818** (hereinafter called the Principal),
as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the
Surety), as Surety, are held and firmly bound unto

CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA

(hereinafter called the Obligee) in the penal sum of **FIVE PERCENT OF THE AMOUNT BID**
Dollars (\$ -----5%-----) for the payment of which the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

SIGNED and SEALED this **11th** day of **February** **19 87**.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal
has submitted or is about to submit a proposal to the Obligee on a contract for

ROLLING ROSE NEIGHBORHOOD DRAINAGE IMPROVEMENTS
'RESOLUTION 438-1986'

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal
shall, within such time as may be specified, enter into the contract in writing, and give bond, if
bond be required, with surety acceptable to the Obligee for the faithful performance of the said con-
tract, then this obligation shall be void; otherwise to remain in full force and effect.

BERCOT, INC.

By:

Dean B. Percy Seaman
AMERICAN STATES INSURANCE COMPANY

By:

Stanley Huff Jr.
Attorney-in-Fact

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint _____

----- H. STANLEY HUFF, JR., DONALD F. CAMPBELL AND JERRY C. WAAK -----

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and
deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,

however, that the penal sum of any one such instrument executed hereunder shall

not exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 26th day of June

A. D. 19 86

(SEAL)

ATTEST:

Assistant Secretary

STATE OF INDIANA } SS:
COUNTY OF MARION }

AMERICAN STATES INSURANCE COMPANY

By
Alanson T. Abel
Assistant Vice-President

On this 26th day of June, A. D. 19 86, before me personally came

Alanson T. Abel

being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Dan W. Guio and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 5, 1988

My Commission Expires

STATE OF INDIANA } SS:
COUNTY OF MARION }

Notary Public

I, Dan W. Guio, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 11th day of February,

A. D. 19 87

(SEAL)

TO BE EXECUTED BY BIDDER and SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER(S) BOND

KNOW ALL MEN by these presents:

That, (I,) (WE,) _____ as Principal

and _____

and _____

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of _____

(\$_____) Dollars, to be paid City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

Signed and sealed at _____ this day of _____, 198 ____.

The condition of this obligation is such that if the accompanying bid or proposal of _____ made this day to the City of Fort Wayne, State of Indiana, is accepted, and the Contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Signed at _____ this the ___ day of _____, 198 ____.

Principal

Surety*

*If signed by an agent appropriate power
of attorney shall be attached.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Steve Bercot, the _____
PRESIDENT, of BERCOT, INC.
Position 6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808
Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of October 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: FEB 11 1987

Signature

Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this day of FEB 11 1987, 1987.

W. Dean Bercot
Notary Public W. DEAN BERCO
Resident of Ozaukee County

My Commission Expires:

SEP - 4 1987

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal and _____
Name of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of _____ (\$_____) Dollars, (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 198_____, for the construction of:

ROLLING ROSE NEIGHBORHOOD DRAINAGE IMPROVEMENTS
Resolution No. 438-86.

Said Sewer shall be 24 ", 36 " in diameter with planned appurtenances.

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. 11178, Sheets 1 through 4 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addenda, adopted 23 July 1980.

WHEREAS, said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and,

WHEREAS, no final settlement between the Owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any

authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts each one of which shall be deemed an original, this _____ day of _____ 198_____.
ATTEST:

Principal Secretary

[SEAL]

Witness as to Principal

ATTEST:

Surety Secretary

[SEAL]

Witness as to Surety

Address

NOTE: Date of Bond must not be prior to date of Contract
If contractor is partnership, all partners should
execute bond

Principal

By _____

Address

Surety

Attorney-in-Fact

Address

SPECIMEN FORM
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT:

Name of Contractor

Address of Contractor

Corporation, Partnership, Individual

hereinafter called Principal, and

Name of Surety

Address of Surety

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of (\$) Dollars (value of work) for the payment whereof heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, the principal entered into certain contract with the City, dated the _____ day of _____, 198____ for the construction of

ROLLING ROSE NEIGHBORHOOD DRAINAGE IMPROVEMENTS.

Resolution No. 438-86

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11178, Sheet(s) 1 through 4, and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addenda and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and,

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements

of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____ 1987.

ATTEST:

Principal

Principal Secretary

By:

[SEAL]

Witness as to Principal

Address

Address

Surety

ATTEST:

Surety's Secretary

[SEAL]

Witness as to Surety

Attorney-in-Fact

Address

Address

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is partnership, all partners should
execute bond.

GENERAL PROVISIONS*
Board of Public Works and Safety
(Non-Federally Funded)

1. Time and Progress. Time is of the essence of this contract. The contractor shall begin promptly after receipt of a written notice to proceed, and in no case later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress and time of completion are all essential elements of this contract.

2. Payment. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

3. Progress Payments and Retainage. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under this contract. If the contractor is in compliance with the provisions of this agreement, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain 5% (ten percent (10% if not otherwise specified) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of this contract, the contractor will be paid in full. However, if this contract is in excess of \$100,000, this contract will be subject to an escrow agreement as provided in I.C. 5-16-5.5-1 and the standard Board of Works escrow agreement. When this project is N/A (50% if not otherwise specified) complete and the work has been promptly and properly executed, The Board, at its option, can waive or, reduce the retainage requirement.

4. Inspection. The Board, the City Engineers, officials of the Office of Compliance of the City of Fort Wayne, and any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with this agreement.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of this agreement.

*NOTE: Those clauses of the General Provisions with the following box beside it will be applicable to the contract only if the box has a checkmark or "x" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.

5. Warranty. The contractor fully warrants his work for one (1) year after acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

6. Termination for Convenience. The Board can terminate this agreement for the convenience of The Board at any time by providing a written notice to the contractor. If the agreement is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination date. In the event of termination pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to this agreement shall become the property of The Board of the City of Fort Wayne.

7. Termination for Default. If the contractor shall fail to fulfill its obligations under this agreement in a timely and proper manner, The Board shall have the right to terminate this agreement for default, by written notice. If this agreement is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

8. Changes. The Board may, at any time, by written order, make changes within the general scope of this agreement. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under this contract, The Board shall make an equitable adjustment in the contract price, time of performance, or other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to this contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of this contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.

9. Assignability. The contractor shall not assign or transfer any interest in this agreement, including by assignment or novation without the prior written consent of The Board.

10. Sub-contracting. None of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of The Board. No subcontracts will be awarded to contractors who have been debarred or suspended from doing work for the City of Fort Wayne or federally-assisted contracts.

11. New Quality Materials. All materials used by the contractor in the performance of this contract will, unless otherwise specified in writing, be new, of a merchantable quality, and in no case less than the quality required by the specifications.

12. Permits and Licenses. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

13. Contractor's Insurance. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act and from any other claims for damages to persons not covered by that Act because of bodily injury, including death which may arise from, or during the performance of the work described in this contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses incurred by the contractor, any of its agents, employees and sub-contractors, in the performance of this contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

14. Contractor's Protection of Work and Safety. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property of all work from possible damage, and shall protect the City's property from injury or damage arising from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and will use all due and proper

precaution to prevent injury to any and all persons and property.

15. Lead Base Paint. The contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sand, scraping, wire-brushed, or otherwise cleaned so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under seven (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

16. Contractor's Clean-up. During construction, and after completion the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

17. Disputes. All disputes which arise under this contract which cannot be resolved between the contractor and the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract regardless of the decision.

18. Prompt Payment Discounts. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct claim form and invoice, or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

19. Minority Business Enterprise/Women Business Enterprise Compliance (Construction Contract). This contract is governed by General Ordinance G-16-84, Chapter 7 of the code of the City of Fort Wayne, establishing participation goals of seven percent (7%) for Minority Business Enterprises and two percent (2%) for Women Business Enterprises of the total

yearly dollar amount of construction contracts awarded by the City of Fort Wayne. The terms "Minority-Business Enterprise" and "Women Business Enterprise" are defined in the Ordinance and in the MBE/WBE Statement of the IFB/RFP. The contractor agrees that in performing this contract it/he/she will meet or exceed the certification of participation set forth in the MBE/WBE Statement in the IFB/RFP. Failure to meet or exceed the smallest of the following: (a) 7% MBE or 2% WBE; or (b) the participation certification, without justifiable excuse, can be grounds for termination of this contract for default and shall be considered in evaluating contractor's responsibility on future contracts. The contractor agrees to cooperate with and provide all documentation requested by the City in monitoring the contractor's compliance. After completing the work called for in the contract, the contractor will submit to the City an accurate certification setting forth the MBE and WBE participation in the contract. Final payment shall not be made until this certification is received.

20. Anti-Discrimination Under Indiana Code 5-16-6-1. This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract, a penalty of five dollars (\$5.00) per person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. That this contract may be cancelled or terminated by the City of Fort Wayne and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

21. Anti-Discrimination Under the Code of the City of Fort Wayne, Section 15-17. In the performance of work under this contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor

or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this contract provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec. 15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding this contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars (\$10.00) per day, nor more than One Thousand Dollars (\$1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

22. Required Prevailing Wage Scale Payments. The contractor and all subcontractors shall, at minimum, pay the prevailing wage rates for skilled, semi-skilled, and unskilled laborers, workmen, and mechanics, as required by the Indiana Code 5-16-7-1 wage scale attached to this contract. The contractor and all subcontractor on this project shall file a Schedule of Wages to be paid during the contract to laborers, workmen and mechanics prior to performance on the contract. During performance of the contract, the contractor and each subcontractor will meet or exceed his/her/its Schedule of Wages for each position.

SPECIAL PROVISIONS

* * * * *

ROLLING ROSE NEIGHBORHOOD DRAINAGE IMPROVEMENTS

Resolution 438-86

1. City of Fort Wayne Water Pollution Control Engineering Department Specifications and Standard Drawings adopted 23 July 1980 shall be strictly adhered to.
2. The contractor is expressly informed that there will be only one (1) contract for the construction of storm sewers.
3. All rights-of-way cut permits shall be taken out by the City at no cost to the contractor. However, the contractor shall be responsible for any and all restrictions of the permit. Further, the contractor shall obtain any street closing and barricade permits as necessary for the construction of the project at no cost to the City.
4. Where applicable owner reserve the right to limit or delete any bid item within reason.
5. Contractor is expressly informed that he/she must conform with City of Fort Wayne Affirmative Action and EEO specifications.
6. Contractor is expressly informed that he/she must conform to City of Fort Wayne Mayor's Executive Order: "Establishment of City Policies and Procedures with Respect to Minority Business Participation in City Procurement and Construction Contracts" dated 29 August 1983.
7. Upon contract award, the contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Section 5, 68 and 69 of the Workmen's Compensation Act, approved 24 March 1929, in accordance with Section 14 of the Compensation Act (Acts 191, page 545, being I.C. 22-3-21-9 or any supplemental statutes thereof). It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of any court or award of a Board of Arbitrators or of the State of Industrial Board of the State of Indiana rendered against the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment when notice of the pendency of such suit, hearing or arbitration shall have been given said contractor, shall be conclusive against contractor or to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that contractor indemnify and hold harmless City of Fort Wayne, Indiana.
8. Upon commencing work, contractor shall diligently work at jobsite until completion of work. The Engineer shall determine if sufficient progress is being made.

9. Utilities noted on plans are from utility location maps as provided by the individual utility. Contractor is responsible to contact "IUPPS" at 1-800-382-5544 for utility location on particular project sites prior to construction. Further, as determined by Project Engineer of Water Pollution Control Engineering any utility relocated for the convenience of contractor's operations shall be paid by the contractor. Any utility that presents a hazard to construction and/or conflict with the proposed sewer will be relocated at utility's expense.
10. Dewatering - All water shall be removed from the trench to a depth below the outside of the pipe prior to laying of the pipe. The contractor has the option to use wellpoints, deep wells or other approved method of dewatering with the exception of sump pump operations in the trench. Dewatering shall be included in the cost per lineal foot of pipe and will be utilized as directed by the engineer or his representative.
11. The engineer and/or owner reserves the right to shift the alignment of the sewer within reason.
12. All construction on this project shall be completed within 120 days of Notice to Proceed.
13. A construction schedule shall be submitted as part of the bid packet. This schedule will be appraised as part of the job award and will become an integral part of the contract to be strictly adhered to.
14. Contractor shall be held accountable for maintaining services of utilities such as water, gas, telephone, electrical etc. and will not be given any additional compensation for breaking, damaging, bracing, removing, relocating and/or replacing utilities unless otherwise specified. Any additional cost resulting from breaking, damaging, bracing, removing, relocating and/or replacing utilities should be included in cost per lineal foot of pipe.
15. All street restoration shall be completed under the specifications of the Street Department of the City of Fort Wayne.

All water main restoration, repair or relocation etc. shall be completed using the City of Fort Wayne Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains Construction Standards and Water Main and Water Service Materials Standards.
16. The City of Fort Wayne has first salvage rights on all piping, catch basin castings etc. If the City of Fort Wayne chooses not to use this material the contractor shall dispose of it as he/she pleases.
17. The cost of removal and replacement of all fences, removal of trees and/or shrubs shall be included in the cost per foot of pipe with no additional compensation to the contractor.
18. All pipe material shall be approved by the engineer prior to construction.
19. All bedding shall be included within unit price of pipe.

"Bedding and backfill" for pipe product chosen, shall be in accordance to

aforementioned specifications, standard drawings, interim specification and guidelines established by the Water Pollution Control Engineering Department and said methods shall be subject to "prior to construction approval" by the engineer.

20. The successful bidder on this project shall be responsible for maintaining adequate traffic flow to and from each individual property during the life of this project at no additional cost. The contractor shall erect and maintain necessary barricades, signs and warning devices in accordance with the manual on Uniform Traffic Control Devices.

CERTIFICATION OF BIDDER/VENDOR

BERCOT, INC.

6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

The undersigned, on behalf of BERCOT, INC., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

BERCOT, INC.

6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

The undersigned states, on behalf of BERCOT, INC., that 6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808, does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this _____ day of FEB 11 1987, 19 _____.

Paul Bercot, President
(Name and Title of Person Signing)

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808
(Name of Bidder/Vendor)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 1987 by, and between _____ (herein called Escrow Agent) and the City of Fort Wayne, (herein called Owner) and _____, herein called contractor).

WHEREAS, Owner and contractor entered into a contract dated _____ 1985 providing for the construction by the Contractor of a public building, work or improvement subject to the provisions of IC 1971, 5-1605.5, and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW, THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the retainage, to be held in accordance with the terms of this Agreement.
2. Escrow Agent will promptly invest the retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.
3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:
 - a. In the manner directed by the joint written authorization of the Owner and Contractor.
 - b. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of the Architect's certificate or Architect-Engineer's certificate pursuant to Article 2.2.01e of the General conditions showing that the Owner has terminated the employment of the Contractor then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

- c. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in (b) above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.
- 4. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the Manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 1971 5-16-5.5.
- 5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be computed as follows:
 - a. A charge of _____ for the first twelve month period, such charge to be assessed at the end of the first year or upon termination of the agreement.
 - b. An additional charge of _____ for the second twelve month period, such charge to be assess at the end of the second year or upon termination of the agreement.
 - c. If the agreement is still in effect two years from the initial investment date, charges for periods beyond two years shall be renegotiated.

Provided, however, that the escrow fee shall be commensurate with fees now being charged for the handling of escrow accounts of like size and duration.

- 6. This agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.
- 7. This instrument constitute this entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

Escrow Agent

By

Contractor

Owner

**The Board of Public Works & Safety
City of Fort Wayne**

AUTHORIZATION OF PAYMENT

The undersigned Owner and Contractor hereby direct _____
(Escrow Agent) to advance to the Contractor the sum of _____

(\$) Dollars, pursuant to Section 3 of the Escrow Agreement
dated _____, 198_____, by and between the aforementioned parties, including
accrued income, less the escrow fee.

Owner

By

**Board of Public Works & Safety
City of Fort Wayne**

Contractor

By

**WAIVER OF RIGHT TO HAVE ESCROW FUNDS DEPOSITED
IN INTEREST BEARING ACCOUNT**

THIS AGREEMENT made this _____ day of _____, 198____, by and between

Contractor, and the City of Fort Wayne, Owner:

WITNESSETH:

WHEREAS, Contractor and Owner have entered into the contract dated _____
198____ for the construction of

WHEREAS, by the terms of said contract, Owner is entitled to retain portions
of the payments due and to become due to the Contractor on account of said
work; and,

WHEREAS, Contractor has the right to have said funds placed in an interest
bearing account; and,

WHEREAS, Contractor desires to waive said right and agrees to accept the
principal only when due of said funds so retained.

NOW, THEREFORE, Contractor on behalf of himself/herself/themselves and all
of his/her/their subcontractors, workmen and materialmen, do hereby waive his/her
their right to have retainage placed in an interest bearing account.

Owner agrees to retain and hold said funds and to pay the same when due without
interest thereon.

Contractor

BOARD OF PUBLIC WORKS & SAFETY

APPLICATION FOR PERMIT TO CUT INTO FORT WAYNE STREETS

Permit No. 40020

Name of Street _____
Township _____
Addition _____

To the FORT WAYNE BOARD OF PUBLIC WORKS
Fort Wayne, Indiana

January 26 1987

I hereby make application for a PERMIT to cut into the right of way at

LOCATION: Ridge Street Neighborhood

TYPE OF SURFACE where the cut is to be made is _____

NATURE OF OPENING TO BE MADE: The opening to be made will be _____ feet long in right of way, and _____ feet long in road surface by _____ feet wide, and _____ feet deep.

PURPOSE OF OPENING: Drainage - WOF 73367

CHARGE: Enclosed please find my certified check for (\$ 0.00) Dollars.
ESTIMATED COST OF LABOR AND MATERIALS TO RESTORE THE CITY PROPERTY CUT INTO OR DAMAGED BY THE APPLICANT TO CONDITIONS AS SPECIFIED BY CURRENT STREET ENGINEERING SPECIFICATIONS (\$.) DOLLARS.

MAINTENANCE BOND: A maintenance bond will be required on each permit which will be one hundred percent (100%) of the estimated cost of labor and materials to restore the city property cut into or damaged by the applicant to its conditions as stated above which is to remain in effect for a period of one year from the date of completion of the proposed work, said date being established by the Fort Wayne Permit Engineer upon notification of completion of said work.

I agree:

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavements, existing structures, existing right of way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights in accordance with the manual on Uniform Traffic Control Devices for Streets and Highways required to safely direct traffic over or around the part of the street where the above described work is to be done so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or street improvements necessitate and when requested to do so by the Fort Wayne Permit Engineer.

To assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work contemplated in this application;

Final restoration of city property cut into or damaged, including said street and lateral cuts by applicant must be restored to conditions as specified by current street Engineering specifications within five (5) days after backfilling of cut unless prior approval is acquired from Permit Engineer.

GRANT OF PERMIT TO CUT INTO CITY RIGHT OF WAY

The Fort Wayne Permit Engineer hereby grants to WEC Engineering a permit to cut into the Fort Wayne Street right of way described herein, and condition that said applicant file with the Fort Wayne Board of Public Works a Maintenance Bond in the amount of (\$).

This permit shall expire one year from the date of application unless actual work has begun on the above mentioned location. The applicant, on presentation of this permit, may renew this permit, upon furnishing the Fort Wayne Permit Engineer with an up-to-date estimate of the cost of restoration as provided hereinabove. THIS PERMIT IS NOT EFFECTIVE UNTIL THE ABOVE DESCRIBED BOND IS FILED.

If any person shall perform construction of any type within the city right of way or damage any city street without first obtaining a permit therefor and filing with the Fort Wayne Permit Engineer, a bond, as provided hereinabove, such person shall be guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Three Hundred Dollars (\$300.00) for each offense.

Name of Applicant: WEC Engineering

Signature of Applicant John J. Bilbrey, P.E.

Address _____ Zip Code _____

Telephone _____

Notice is hereby given that any parking revenues lost to the City which results from the restriction or removal of on-street parking will be charged to the holder of this permit.

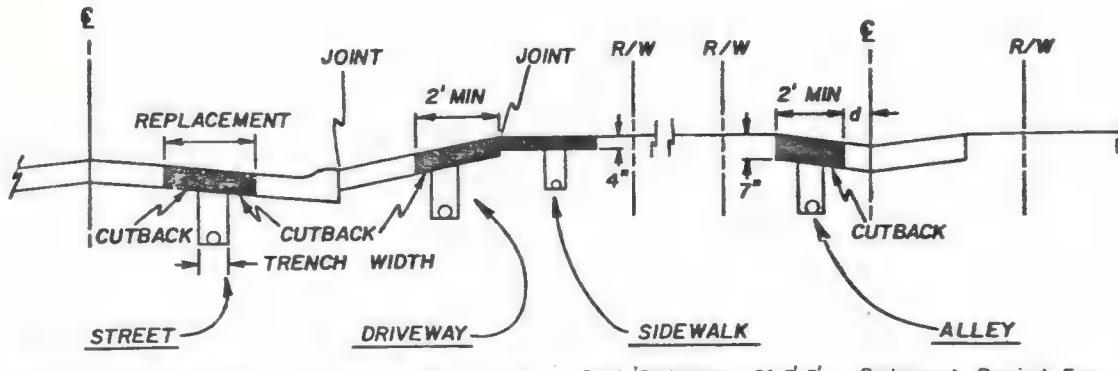
BOARD OF PUBLIC WORKS.

DATE APPROVED 1/26/87

APPROVED: Michael J. Johnson

FORT WAYNE PERMIT ENGINEER

REQUIREMENTS FOR SURFACE REPLACEMENT



Replacement Required To
Longitudinal Or Transverse
Joint If Cutback Is Within
1' Of Joint, Or As Directed
By Engineer.

Replacement To Nearest
Joint With 2' Min. Width.

Total Replacement Of 5x5'
Section Required.

Replacement Required From
Nearest Edge Of Alley With
2' Min. Width. Replacement
Required To E If Distance
(d) Is Less Than 1'.

CUTBACK	TRENCH WIDTH
6"	3'-0" Or Less
9"	3'-1" To 5'-0"
12"	5'-1" & Over

NOTE: ALL SURFACE REPLACEMENT SHALL CONFORM TO ALL CURRENT CITY STREET REQUIREMENTS AND SPECIFICATIONS.

REQUIREMENTS FOR BACKFILL

All structures or cuts under pavement or within the 1 to 1 angle of repose at 5' from the edge of pavement or back of curb must be backfilled with "special backfill #73 or #53."

All trenches crossing a paved area at an angle of 45 degrees or more of the centerline of paved area shall be backfilled with "special backfill #73 or #53."

All trenches in a paved area parallel to or at less than a 45 degree angle to the centerline of the pavement may be backfilled with "special backfill."

All trenches parallel to the centerline of the pavement, in the 5' parkstrip shall be backfilled with "special backfill," to within 6" of the surface. The top 6" shall be soil capable of growing grass.

All trenches or cuts in sidewalks shall be backfilled with "special backfill."

All trenches or cuts in driveways shall be backfilled with "special backfill" to within 15" of existing surface. The remaining 15" shall be backfilled with "special backfill #73 or #53" or, "special backfill #73 or #53" to a depth necessary to accommodate restoration or asphalt or concrete surface.

The "special backfill #73 or #53" material shall meet the gradation as set forth in the Indiana State Highway Department Standard Specifications 1974, sub-section 903.02 Coarse Aggregates.

The "special backfill" material shall meet the gradation as set forth in the Indiana State Highway Department Standard Specifications 1974, Section 211 Special Fill and Backfill ("B" Borrow) EXCEPT that no more than 12% or less than 5% shall pass the No. 200 sieve (silt or clay).

All backfill material shall be compacted to a density of 95% as determined by the modified proctor test.

NOTICE TO PROCEED

TO: _____

DATED: _____
PROJECT: _____

You are hereby notified to proceed in accordance with your contract dated _____, 1987, on the project and you are to complete the project within _____ consecutive calendar days thereafter.

THEREFORE, the date for the completion of this project is _____
1987.

OWNER:

Board of Public Works & Safety

By _____
Baron R. Biedenweg, Director

By _____
Cosette R. Simon, Director

By _____
Lawrence D. Consalvos, Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged by:

this the _____ day of _____
1986.

By _____
Title _____

CHANGE ORDER

Change Order No. _____
Project No. _____
Name of Project: _____

Resolution No. _____
Board Order # _____
Date _____

TO: _____
(Contractor)

Gentlemen:

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Change		Unit Price	Change in Contract Price	
	Quantity	Description		Decrease	Increase
Total Decrease					
Total Increase					
Net (Decrease)(Increase)					
Contract Price					

The sum of \$ _____ is hereby (added to)(deducted from) the total contract price and the final contract price shall be adjusted as follows:

Original Contract Price \$ _____
Current Contract Price Adjusted by Previous Change Order \$ _____
New Contract Price including this Change Order \$ _____

The time provided for completion in the contract for this project is (unchanged)(increased) (decreased) by _____ calendar days due to this Change Order. The date for completion of all work shall be _____. FURTHERMORE, this document shall become an amendment to the contract and all provisions of the contract shall apply hereto.

Recommended by: _____ Chief Engineer Date _____

Accepted by: _____ Contractor Date _____

Approved by: _____ Date _____

Approved by: _____ Owner Date _____

Clerk Date

Change Order No. _____

Resolution No. _____

Board Order No. _____

REQUEST AND JUSTIFICATION FOR CHANGE

1. Necessity for change: _____

2. Will proposed change alter size of the project? Yes _____ No _____
If yes, explain

3. Affect on operation and maintenance cost of this project:

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: _____

The OWNER has considered the BID submitted by you for the above-described WORK, in response to its advertisement for bids dated _____, 1987, Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 1987.

OWNER:
City of Fort Wayne

By _____
Baron R. Biedenweg
Title: Director of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD
is hereby acknowledged by

Title _____

AMERICAN STATES INSURANCE COMPANY
INDIANAPOLIS, INDIANA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That BERCOT, INC., 6015 Huguenard Road, Fort Wayne, Indiana 46818, as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the state of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA,

as Obligee, hereinafter called Obligee, in the amount of -----
ONE HUNDRED FOUR THOUSAND NINE and no/100ths-----Dollars (\$ 104,009.00--), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated ----- entered into a contract with Obligee for -----

ROLLING ROSE NEIGHBORHOOD DRAINAGE IMPROVEMENTS

RESOLUTION 438-1986

which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and be declared by Obligee to be in default under the contract, the Obligee having performed Obligee's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee may arrange for the performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;
- (3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of completing performance of the contract. If completed by the Obligee, and the reasonable cost exceeds the balance of the contract price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the contract price as may be required to complete the contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the contract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the contract.

Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 25th day of February 19 87.

BERCOT, INC.

By:

[Signature]
Principal

AMERICAN STATES INSURANCE COMPANY

[Signature]
Surety

By:

[Signature]
Attorney-in-Fact

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint _____

----- H. STANLEY HUFF, JR., DONALD F. CAMPBELL AND JERRY C. WAAK -----

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and
deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,
however, that the penal sum of any one such instrument executed hereunder shall

not exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) DOLLARS
and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"
IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 26th day of June

A. D. 19 86

(SEAL)

ATTEST:

STATE OF INDIANA }
COUNTY OF MARION } SS:

AMERICAN STATES INSURANCE COMPANY
By Alanson T. Abel
Assistant Vice-President

On this 26th day of June, A. D., 19 86, before me personally came

Alanson T. Abel

being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Dan W. Guio and knows him to be the
Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 5, 1989

My Commission Expires

STATE OF INDIANA }
COUNTY OF MARION } SS:

Carolyn Strader
Notary Public

I, Dan W. Guio, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 25th day of February,

A. D., 19 87

(SEAL)

BILL NO. S-87-03-12

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving the Contract
for Res. 438-86 - Rolling Rose Neighborhood Drainage Improvements,
between Bercot, Inc., and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION)

YES

NO

Charles B. Redd CHARLES B. REDD
P.B. CHAIRMAN

Paul M. Burns PAUL M. BURNS
VICE CHAIRMAN

Thomas C. Henry THOMAS C. HENRY

Ben A. Eisbart BEN A. EISBART

Samuel J. Talarico SAMUEL J. TALARICO

CONCURRED IN 3-24-87

SANDRA E. KENNEDY
CITY CLERK